COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MARION (DIETARY)

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL

AND

LABORERS' LOCAL 773



MAY 1, 2019 THROUGH APRIL 30, 2022

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ARTICLE 1 PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement entered into by and between the City of Marion, Illinois (hereinafter referred to as the "Employer") and the Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local Union, 773 (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by the Agreement.

ARTICLE 2 EMPLOYEES COVERED

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the following employees, according to Case #S-RC-95-30 with the State Labor Relations Board.

Unit Description

Included Employees: Kitchen Manager, Assistant Kitchen Manager, Dietary Aide, and Custodian.

Excluded Employees: All elected officials and all other positions employed by the City of Marion, as well as, all Supervisory, Managerial (except for those listed above), and Confidential Employees within the meaning of the Act. Probationary Penon? Section

ARTICLE 3 UNION SECURITY CLAUSE

New employees will not be subject to the benefits of this Agreement until completing their probationary period. Upon successful completion of the probationary period all rights and benefits shall be retroactive to the first date of hire.

The City shall furnish the Union with the names, addresses and job classifications of new employees within two (2) weeks after their employment commences. The City shall also furnish the Union with the names of terminated employees within two (2) weeks of their termination or voluntary quit.

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments. or fees. Authorized deductions shall continue in accordance with applicable law and shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 4 WORK WEEK, WORK DAY, OVERTIME, AND SENIORITY

The normal work week/work day for the Head Cook, Assistant Cook, and Kitchen Aide shall be Monday through Friday, 6:30 a.m. to 3:00 p.m., with one half hour unpaid lunch. The unpaid lunch shall not be counted for purposes of computing the eight (8) hour workday.

The normal work week/work day for the Custodian shall be Monday through Friday, 11:00 am to 7:30 pm, with a one half hour unpaid lunch. The Custodian when cleaning after special events will receive time and one-half.

A maximum of eight (8) hours work shall constitute a workday, and five (5) workdays shall make up a workweek. All work performed in excess of forty (40) hours in a work week or eight (8) hours in a work day shall be paid at time and one-half for each hour actually worked. Overtime will be paid in quarter-hour increments. All overtime worked must be pre-approved by the Supervisor.

If an employee has worked forty hours (40) in a week and is called for work on Saturday, he shall be paid time and one-half, and if called on Sunday or a holiday, shall be paid time and one-half (11/2). Any employee who works a holiday when such holiday is part of his regularly scheduled workweek, shall be paid the regular shift wage and in addition thereto, shall be paid time and one-half for time actually worked.

. For purpose of computing overtime, holidays, sick leave and funeral time shall be counted as actual time worked.

Overtime shall be divided as equally as possible among the employees.

When called to report to work or asked to report back at a definite time, the employee shall be paid one and one-half times (1 1/2) her regular rate of pay for all hours worked. Employees called into work shall receive a minimum of two (2) hours pay.

In the event an employee reports for work at her regularly scheduled time and is sent home, the employee shall receive a minimum of two (2) hours pay.

The seniority of each employee shall date from the employee's last date of permanent hire.

For purposes of layoff and recall, seniority shall govern if qualified. The employee with the least amount of seniority will be laid off first. In the event of more than one employee being laid off during the same time, the employee with the most seniority will be the first employee recalled to duty. Temporary employees will not replace any regular full-time employees unless the regular full-time employee is off duty due to an approved leave of absence.

ARTICLE 5 JOB BIDDING

The City of Marion will advise all departments if, and when, an opening occurs within the City. Any employee interested in applying for these positions will be required to fill out an application along with any certificates or resumes that might be pertinent to that specific job. While the City reserves the right to fill such position as seen fit by the Commissioner of said department, current employees not assigned to that specific department will be given an opportunity, through written notice, announcing the availability of an opening.

When a vacancy occurs or a new job is created or vacated in the department, regular full time employees in the department shall have the opportunity to bid on the vacancy, provided they are qualified. Qualifications, based on job descriptions, test, oral interview and ascertained merit being equal, seniority shall prevail.

A regular full-time employee in the department shall have five (5) working days to bid on an opening (excluding Saturdays, Sundays, and Holidays) after posting. The day of posting shall not be counted. All bids for the vacancy shall be submitted to the Superintendent and Union Business Agent.

If no employee in the department bids on the vacancy, the City shall have the right to fill the vacancy from the applicants outside the department.

In the event a current regular full-time employee successfully bids for such vacant or new position in the department, he may be returned to his former position by the City within thirty days (30) after transferring to the vacant or new position if the City determines the employee is unable to perform the duties of such position competently and satisfactorily.

If the City makes such determination, the employee shall be returned to the position held prior to filling such vacant or new position. In that event, the vacant or new position shall be awarded to the next qualified senior employee in the department who bid for the position when posted.

ARTICLE 6
HOLIDAYS ADDLED MLK JR

All employees covered under this Agreement shall receive the following paid holidays.

New Year's Day Independence Day

Good Friday Labor Day

Memorial Day Veteran's Day A Holiday shall be from midnight to midnight, to be paid at time and one half (11/2) times their regular rate of pay, if worked. Holidays falling on Saturday shall be observed on the Friday preceding the holiday, and holidays falling on Sunday shall be observed on Monday following the holiday.

ARTICLE 7 SICK, BEREAVEMENT AND PERSONAL LEAVES

Employees covered by this Agreement shall accrue sick leave at the rate of twelve hours (12) per month, accrued to the IMRF maximum. Employees having over six hundred (600) accumulated sick leave hours at the end of the calendar year, shall be allowed to sell back to the City unused, accrued sick leave hours for the calendar year. The pay for the buy back of these unused sick days will be calculated at one-half (1/2) of the employee's regular rate of pay. The employee shall make written application to the City Treasurer's office by the first (1st) working day of the new calendar year, requesting the unused days be sold back to the City. The City shall make payment to the employee on the first (1st) full pay period of the new calendar year. The payment shall be made by separate check from the employee's regular paycheck.

It shall be incumbent upon the employee to call by telephone, or otherwise notify the Supervisor of his department, by time to start work if the employee is sick and unable to work.

Sick time may be used when an employee, spouse, child, parent or member of her household is ill and unable to report for work, for appointments with health care professionals and for no other purposes other than those outlined in this agreement. Sick leave abuse may be grounds for disciplinary action, up to and including discharge. Sick leave abuse includes a pattern of taking a sick day on a Friday or Monday, or immediately prior to, or immediately after a Holiday. A physician's statement may be required when an employee is absent from work in excess of two (2) consecutive days or when there is reason to believe that there is abuse of sick leave.

After an employee has been deemed in violation of the sick leave policy, the employee will only be paid at a fifty percent (50%) rate for the first eight hour workday of any subsequent sick leave occurrence in that calendar year.

An employee will, at their discretion, be entitled to use up to three (3) days per year sick leave for personal leave purposes. Use of sick leave for personal leave purposes may not be used in less than one quarter (1/4) day increments and shall not be cumulative from year to year but will remain on the books as sick leave. Approval in advance by the Supervisor for usage of the personal leave is necessary unless of an emergency.

When there is a death of an immediate family member the employee shall receive three (3) days off with pay. Immediate family shall be defined as: spouse, parent (including in laws and step), children (including step), brother and sister (including in laws and step), grandparent (including step), or grandchild (including step), civil union couples and significant others living in the same household for a period not less than six (6) months. Up to two additional bereavement leave days may be granted with approval of the Supervisor of the department if the employee requests (without pay or use any paid leave time).

ARTICLE 8 VACATION

Vacation leave shall be earned in the following schedule:

1 year of service	1 week
2 years of service	2 weeks
7 years of service	3 weeks
14 years of service	4 weeks

Persons hired after the execution of this Agreement shall accrue credit for Vacation according to the following schedule.

1 year or service completed	1 week
3 years of service completed	2 weeks
8 years of service completed	3 weeks
15 years of service completed	4 weeks

Each employee who has fifteen (15) years of service shall receive four (4) weeks vacation, plus an additional day of vacation, up to a maximum of seven (7) such additional days.

Each employee shall make requests for vacation at least thirty (30) days in advance of the time preferred for vacation to provide that, except in an emergency, all vacation must be scheduled by May 1st of each year. The employee will be allowed to change vacation dates by giving her Supervisor fifteen (15) days notice of the need to change their vacation date. All such requests will be given to the Superintendent of the department. Each employee may take one (1) "Birthday Friday" as vacation per year. No more than one (1) employee may be scheduled for vacation on any given "Birthday Friday." All requests will be approved on the basis of seniority in the department and the schedule of work of the department as determined by the Superintendent and the Commissioner of the department, it being understood that the City reserves the right to deny a vacation request when the needs of the City prevail.

All vacation time for each employee will be calculated from the date the employee was last permanently employed by the City.

Any employee who is separated from the City shall be compensated in cash for all unused vacation time accumulated, at the rate of pay at the time of separation. In the case of the death of any employee, the compensation due that employee shall be paid to his estate.

Vacation may not be carried over from year to year.

ARTICLE 9 LONGEVITY

5 Years of Service	\$40.00 per month / \$480.00 annually
6 Years of Service	\$50.00 per month / \$600.00 annually
7 Years of Service	\$60.00 per month / \$720.00 annually
8 Years of Service	\$70.00 per month / \$840.00 annually
9 Years of Service	\$80.00 per month / \$960.00 annually
10 Years of Service	\$90.00 per month / \$1080.00 annually
11 Years of Service	\$100.00 per month / \$1200.00 annually
12 Years of Service	\$110.00 per month / \$1320.00 annually
13 Years of Service	\$120.00 per month / \$1440.00 annually
14 Years of Service	\$130.00 per month / \$1560.00 annually
15 Years of Service	\$140.00 per month / \$1680.00 annually
16 Years of Service	\$150.00 per month / \$1800.00 annually
17 Years of Service	\$160.00 per month / \$1920.00 annually
18 Years of Service	\$170.00 per month / \$2040.00 annually
19 Years of Service	\$180.00 per month / \$2160.00 annually
20 Years of Service	\$190.00 per month / \$2280.00 annually
21 Years of Service	\$200.00 per month / \$2400.00 annually
23 Years of Service	\$220.00 per month / \$2640.00 annually
24 Years of Service	\$230.00 per month / \$2760.00 annually
25 Years of Service	\$240.00 per month / \$2880.00 annually
26 Years of Service	\$250.00 per month / \$3,000.00 annually
27 Years of Service	\$260.00 per month / \$3,120.00 annually
28 Years of Service	\$270.00 per month / \$3,240.00 annually
29 Years of Service	\$280.00 per month / \$3,360.00 annually
30 Years of Service	\$290.00 per month / \$3,480.00 annually

ARTICLE 10 HEALTH CARE INSURANCE

SECTION 10.1 INSURANCE COVERAGE

The City agrees to provide health insurance coverage for our employees covered under this Collective Bargaining Agreement. This coverage provided by the City should remain consistent, as far as practicable with those plans offered at the date of this contract. In the event the City is unable to provide comparable coverage at a reasonable price, as determined by the City agrees to notify the Union and negotiate the impact of the change of coverage and/or the premium. The current plan includes:

\$500.00 Annual deductible per person \$1000.00 annual deductible per family 85/15 Co-Insurance on bills incurred between \$2500.01 and \$7500.00. Thereafter 100% of the customary and usual rate approved by the insurance company

While the City reserves the right to select the plan, it agrees to have a committee which includes employees from the various bargaining units to review all proposals and make recommendations to the City. Each full-time employee who elects to obtain health insurance under the health insurance plan shall contribute twenty-five percent (25%) of the monthly premium cost and the City shall contribute seventy-five percent (75%). If a choice in benefits is available (i.e. cafeteria plan) the employee will be responsible for contributing the difference between the base plan and the more expensive plan.

All employee contributions shall be taken through payroll deduction.

The City agrees to continue implementations of IRS Section 125 Plan in order that the employee's contributions may be made with pre-tax dollars. It is understood that the IRS Section 125 Plan is available to all employees on a voluntary basis and that each employee must make an annual election if he wishes to participate in the Plan.

SECTION 10.2 DEATH BENEFITS

The Employer agrees to provide, at no cost to the employee, a death benefit to be paid to the beneficiaries of an employee at the time of death as currently provided by the group plan. The amount of insurance will increase if the groups plan increases.

SECTION 10.3 RETIREE HOSPITALIZATIONS AND MEDICAL COVERAGE

Employees who are hired after April 30, 2009 will be eligible to participate in the retiree health coverage program at their own cost.

Each eligible retiree who elects to obtain health insurance provided by the City may obtain such coverage by paying premiums according to the following rate scheduled:

50-55 years of age: 50% of premium cost 56-64 years of age 38% of premium cost 65 years of age and up: 50% of premium cost 30% of premium cost

Upon eligibility of Medicare, retiree or otherwise inactive member shall use Medicare as her primary provider. Those retirees or those who no longer meet eligibility as active, and

that are not eligible for Medicare shall remain on the City's health insurance plan as provided or required by law.

ARTICLE 11 DISCIPLINE

Depending on the severity of the offense, an employee may be suspended from employment up to fourteen (14) days without pay, or in extreme circumstances may be discharged by the department Supervisor. All suspension and/or termination actions must be approved by the Commissioner of the department or, in his absence, the Mayor.

Progressive discipline includes the following:

- 1. First offense shall result in a written reprimand, a copy of which will be placed in the employees personnel file.
- 2 A second like or similar offense may result in a suspension for fourteen (14) days without pay.
- 3 A third like or similar offense may result in termination of employment.

The employee will be given a copy of all paperwork and will be allowed to make comments if so desired. All discipline will be imposed in private. The employee may have Union representation present.

The recognition of an Agreement to use progressive and corrective disciplinary action does not prohibit the City from imposing discipline, which is commensurate with the severity of the offense.

All disciplinary action covered in this paragraph will be removed from the employees file in eighteen (18) months with approval of the Mayor unless there is intervening discipline

ARTICLE 12 GRIEVANCE /ABRITRATION

SECTION 1 In case any disagreement arises between the City and an employee under this Agreement, such disagreement shall be resolved as follows:

STEP ONE: The grievance shall be submitted to the Superintendent of the department in which the employee is employed and an attempt made to reach a settlement. The Superintendent of that department shall render his decision by the end of the next working day after the grievance is presented to him.

STEP TWO: If no settlement is reached by utilizing Step One, the grievance shall be reduced to writing and presented to the Commissioner of the department in which the employee is employed within five (5) working days from the date of the Superintendent's decision and further attempt will be made to reach a settlement.

STEP THREE: If no settlement is reached by utilizing Step Two, the Union's Business Agent or his representative and the Mayor or his representative shall meet with all interested parties no later than five (5) working days after the appeal from Step Two. A copy of the Mayor's decision shall be submitted to all the parties within five (5) working days after said meeting.

STEP FOUR: If the grievance is not settled by utilizing Step Three, each of the parties, the Union and the City, shall submit the grievance to arbitration requesting from the Federal Mediation and Conciliation Service a panel of arbitrators from which the parties shall select an arbitrator by striking names alternately until one arbitrator remains. The parties shall immediately notify the arbitrator who has been selected and request dates and times, he is available.

SECTION 2: The arbitrator shall have no power to add too or change the provision of this Agreement. The arbitrator's decision shall be final and binding on both parties.

The fees and expenses of the arbitrator shall be split equally by the City and by the Union. However, each party shall be responsible for compensation of its own representative and witnesses. The cost of transcript shall be shared, if the necessity of a transcript is mutually agreed upon between the parties.

ARTICLE 13 SCHEDULING

Scheduling will be determined at the time of hire, but subject to change. If the facility is closed due to uncontrollable circumstances, employees will receive their normal rate of pay for that day. If the kitchen is closed but the facility is open the employees may have the option of working or using any paid time off.

ARTICLE 14 CERTIFIED COMPENSATION AND ALLOWANCES

The Head Cook, Assistant Cook and Kitchen Aide shall receive \$25.00 per month for any food-handler's certificate granted by the State of Illinois, beyond that required as a condition of employment if approved by the Mayor. The employer agrees to pay any cost associated with recertification and licensing.

An employee who uses a personal vehicle for a purpose related to operations of the Senior Citizen's Center shall be reimbursed at the IRS allowable limit. This will be payable

monthly upon a request for reimbursement, certified by the Center's Director, being filed each month for the preceding month with the City Treasurer.

Workers compensation: will be the same delivery as for other City employees.

Jury Duty: Any employee who loses time from scheduled work due to jury duty, jury selection, and witness testimony pursuant to subpoena, shall be paid the difference between their base pay hourly wages for their scheduled shift on the day they are required to be away from work, and the money received as a result of jury duty excluding mileage. In order to receive this benefit the employee must notify the employer as soon as the employee knows when he will be required to be away from work. In all cases, this must be in advance of the employees next scheduled shift. Employees must present a statement from the Clerk of the Court indicating the amount received and the time spent. The employer minus the dollars the employee was paid by the Court will pay the employee for their regularly scheduled hours.

Appropriate apparel shall be worn for working circumstances and a two hundred dollar (\$200.00) a year allowance shall be granted for the purchase of clothing and shoes as required.

ARTICLE 15 WAGE INCREASES

All employees covered by this Agreement shall receive the following wage increases: Wage increase of forty-five (\$0.45) cents an hour for each employee on May 1, 2019 Wage increase of forty-five (\$0.45) cents an hour for each employee on May 1, 2020 Wage increase of forty-five (\$0.45) cents an hour for each employee on May 1, 2021

New hires (hired after the effective date of this Agreement) shall have a starting base wage of twelve dollars (\$12.00) per hour.

Any employee promoted to the Head Cook position shall receive a one dollar and twenty five cent (\$1.25) an hour more on their base rate of pay at the time of promotion. The City may consider experience in adjusting the rate of pay for the Head Cook. In the absence of the Head Cook the employee that takes on the Head Cook's responsibilities shall be compensated the one dollar and twenty five cents (\$1.25) per hour increase for each hour they assume the Head Cook's duties.

ARTICLE 16 FAMILY AND MEDICAL LEAVE POLICY

Both the City and the Union, on behalf of its bargaining unit members, agree to comply with all provisions of the FMLA and VESSA Act.

ARTICLE 16 FAMILY AND MEDICAL LEAVE POLICY

Both the City and the Union, on behalf of its bargaining unit members, agree to comply with all provisions of the FMLA and VESSA Act.

ARTICLE 17
IMRF PENSION PLAN

The employees recognized under this Agreement will receive the same contribution from the City of Marion to their IMRF pension plan. Employees covered under this Agreement shall receive the same terms and conditions of the plan as already outlined to the City of Marion.

ARTICLE 18 EMPLOYEE DEFINITIONS

For the purpose of this Agreement, the following definitions shall be applicable:

Probationary Employees: All new full-time employees shall be considered probationary for the first ninety (90) days following the date of hire with the City. The City may terminate a probationary employee without cause and that employee shall have no recourse to the grievance procedure set forth in this Agreement.

Regular Full-time Employees: Regular full-time employees are those individuals who work forty (40) or more hours per week, on a regular and continuing basis. Regular full-time employees are entitled to all the benefits provided in this Agreement.

Regular Part-time Employees: Regular part-time employees are those employees who regularly work less than forty hours (40) per week. Regular part-time employees are not entitled to fringe benefits provided in this Agreement except for those mandated by IMRF.

Temporary Employees: Temporary employees may be full or part-time employees who are employed for a specific purpose and for a prescribed and limited period. Temporary employees are not entitled to any benefits provided in this Agreement. Limited period will be no longer than three (3) months at which time the employee will be made regular full or regular part time.

ARTICLE 19 UNION STEWARD

The Business Manager of the Local Union shall appoint a steward who shall, in conjunction with the Business Manager or his designee, when necessary, deal directly with the Employer on all matters involving the interpretation and enforcement of this

Agreement. There shall be no reduction of pay from a grievant and/or steward when directly involved in meetings with management during working hours. During any grievance or arbitration hearing, employees involved in the grievance, including witnesses, shall not lose any pay when required to be present during working hours.

ARTICLE 20 GENDER CLAUSE

The use of the feminine pronoun in the document is understood to be for clerical convenience only, and it further is understood that the feminine pronoun includes the masculine pronoun as well.

ARTICLE 21 COMPLETE AGREEMENT

This Agreement represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of work or other conditions of employment which shall prevail during the term hereof and any matters of subject not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

ARTICLE 22 DURATION OF AGREEMENT

This Agreement, shall be in full force and effect from May 1, 2019 until April 30, 2022, and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing at least one hundred twenty (120) days prior to April 30, 2022. Such other party must grant a meeting to the other party desiring the change within thirty days (30) after such notification.

- If, at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Federal Mediation and Conciliation Service for a mediator. If at the end of thirty days (30) this process has not produced an Agreement, it shall be referred to Step 2:
- A joint request shall be made to the Federal Mediation and Conciliation Service for an arbitrator with the parties each submitting their last final offer. The arbitrator shall render a decision within forty-five (45) days that is final and binding on the parties.

binding on the parties.	
City of Marion	Local 773
Anthony Rinella, Mayor	Jerry Womick, Business Manager
Date $3/29/2019$	Date 3-27-19
Commissioner	Southern and Central Illinois Laborers' District Council-
Commissioner	Clint B. Taylor, Business Manager
Commissioner	

APPENDIX "A" DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT

LABORERS' LOCAL 773 5102 LABORERS' WAY MARION, IL 62959

AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

CITY OF MARION (SENIOR CITIZENS)

Initiation Fee	Date Emp	loved Dues
City	State	Zip Code
	Street Address	
Date of Birth		Social Security Number
Phone		Employee Signature
This assignment has been executed	d this day of	
Union Dues and fees are not tax di may qualify as business expenses restrictions imposed by the Internal	s, however, and may be dedi	utions for federal income tax purposes. Local duer uctible in limited circumstances subject to various
Agreement in existence between methis authorization shall be automatic for the period of any subsequent agreement is given by me to my Employ days prior to the expiration of each table and my Employer and the Linior	by Employer and the Union, who cally renewed and shall be irreviewen my Employer and the Local Union not month, period of one (1) year, or of a whichever occurs sooner. Further the cours sooner, European and the Local Union not month, whichever occurs sooner.	r, or until termination of the Collective Bargaining nichever occurs sooner; and I agree and direct that vocable for successive periods of one year each, or and the Union, whichever is shorter, unless writter ore than twenty (20) days and not less than ten (10) feach applicable Collective Bargaining Agreement in the more, this check off authorization shall continue trespective of my membership in the Union.
Into between my Employer and the t	Union.	e of each Collective Bargaining Agreement entered
International Union of North America to the initiation fees, readmission fee for its members from time to time. My authorized to deduct amounts from m In accordance with the Collective Ba	a,, such amounts from my wage as, membership dues, and asse y Employer, including my prese ny wages and pay the same to t argaining Agreement in existen	assign to Laborers' Local Union No. 773, Laborers' es as shall be required to pay an amount equivalent essments of the Local Union as may be established ent the Employer and any future Employer, is hereby the Local Union and/or its authorized representative, ce between the Union and my Employer.

Initiation Fee